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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

POWIN, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

ESVOLTA, LP'S NOTICE OF LIEN AND RESERVATION OF RIGHTS

esVolta, LP ("esVolta"), by and through its undersigned counsel, hereby submits this notice of lien and reservation of rights (this "Lien Notice") in response to the *Notice of Deadline to Assert Liens in Connection with Bidding Procedures and Upcoming Sale and Auction* [Dkt. No. 318] (the "Lien Deadline Notice").² In support of this Lien Notice, esVolta respectfully states as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504]; (iii) PEOS Holdings, LLC [5476]; (iv) Powin China Holdings 1, LLC [1422]; (v) Powin China Holdings 2, LLC [9713]; (vi) Charger Holdings, LLC [5241]; (vii) Powin Energy Ontario Storage, LLC [8348]; (viii) Powin Energy Operating Holdings, LLC [2495]; and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

² Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Lien Deadline Notice.

NOTICE OF LIEN

1. esVolta, by and through certain subsidiaries, develops, owns, and operates certain utility-scale battery energy storage projects located throughout the United States (the “Projects”). The Projects include, among others, Hummingbird Energy Storage in Santa Clara County, California (the “Hummingbird Project”) and Santa Paula Energy Storage in Ventura County, California (the “Santa Paula Project”).

2. Prior to the Petition Date esVolta’s subsidiary Hummingbird Energy Storage, LLC (“Hummingbird Owner”) entered into (a) an Energy Supply Agreement (the “Hummingbird ESA”) with Powin pursuant to which Powin provided and was to have commissioned a battery energy storage system (“BESS”) at the Hummingbird Project and (b) a Long Term Services Agreement (the “Hummingbird LTSA”; together with the Hummingbird ESA, the “Hummingbird Contracts”) with Powin pursuant to which Powin agreed to operate and maintain the BESS.

3. Similarly, prior to the Petition Date, esVolta’s subsidiary Santa Paula Energy Storage, LLC (“Santa Paula Owner”) entered into (a) a Battery Equipment Supply Agreement (the “Santa Paula ESA”) with Powin pursuant to which Powin provided and commissioned a BESS at the Santa Paula Project and (b) an Operation and Maintenance Agreement (the “Santa Paula OMA”; together with the Santa Paula ESA, the “Santa Paula Contracts”) with Powin pursuant to which Powin agreed to maintain the BESS.

4. The ongoing operation and maintenance of the Projects requires a supply of certain spare appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment (collectively, the “Spare Parts”).

5. Pursuant to the terms of the Hummingbird Contracts, Powin was required to deliver a supply of initial Spare Parts for use at the Hummingbird Project (the “Hummingbird Spare Parts”). The cost of the Hummingbird Spare Parts was included in the total amount paid by Hummingbird Owner under the Hummingbird Contracts, and the parties expressly agreed that title to the Hummingbird Spare Parts would remain with Hummingbird Owner at all times.

6. Pursuant to the terms of the Santa Paula Contracts, Santa Paula Owner purchased certain required Spare Parts for use at the Santa Paula Project and Powin is required to replenish such Spare Parts with additional Spare Parts (the “Santa Paula Spare Parts”) as needed at Powin’s cost.³ Powin expressly acknowledged and agreed that Santa Paula Owner owns, free and clear of all liens, all right, title and interest in and to the Santa Paula Spare Parts.

7. Certain of the Hummingbird Spare Parts and the Santa Paula Spare Parts (collectively, the “esVolta Spare Parts”) are currently located at the warehouses at 7524 E Warner Road, Mesa, Arizona, and 46 Stafford Street, Lawrence, Massachusetts, and are included on the schedule of Inventory attached as Exhibit A to the Lien Deadline Notice. The esVolta Spare Parts are listed on Exhibit A attached hereto.

8. On behalf of Hummingbird Owner and Santa Paula Owner, esVolta hereby notifies the Debtors, the United States Trustee, the official committee of unsecured creditors, FlexGen, the Debtors’ prepetition secured lenders, and all other parties in interest of its rights, title, and interests in and to the esVolta Spare Parts and asserts that the esVolta Spare Parts are not property of the Debtors’ estates.

³ For the avoidance of doubt, under the terms of the Santa Paula OMA, Powin is required to replenish the Spare Parts during the “Workmanship Warranty Period” which commenced upon commissioning of the Santa Paula Project and does not expire until 2027.

RESERVATION OF RIGHTS

9. esVolta expressly reserves all rights under the Bankruptcy Code, the Hummingbird Contracts, and the Santa Paula Contracts, including, without limitation, the right to supplement and/or amend this Lien Notice and/or assert any further objections related to the Lien Deadline Notice, including, without limitation, as to the procedural impropriety thereof.

10. esVolta further reserves the right to assert any and all other claims against the Debtors arising out of or related to the Contracts and reserves all rights with respect to all of the Spare Parts currently in the possession of Powin or other warehouse owners, which belong to esVolta and which the Debtors are not authorized to use absent the consent of esVolta or an Order of the Court.

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Dated: New York, NY
July 23, 2025

ORRICK, HERRINGTON & SUTCLIFFE LLP

/s/ Michael Trentin

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EXHIBIT A

Item	Category	Description	Number Owed
P10900-04000-209	Busbars	Busbar BP	150
E21703-00011-264	Stack Component	AC Cable From XS1 to XS3	2
E21703-00011-285	Stack Component	XS5-XS6 Cable, L=52cm	2
E21703-00011-207	Stack Component	BP (B) – Balance Cable (right)	53
E21703-00011-201	Stack Component	BP (A) – Thermistor Cable (right)	44
E21703-00011-206	Stack Component	BP (B) – Balance Cable (left)	40
A11501-01003-012	Stack Component	Vertical Copper Bus Bar Assembly	120
E21703-00011-200	Stack Component	BP (A) – Thermistor Cable (left)	66
E21703-00011-202	Stack Component	BP (B) – Thermistor Cable (left)	49
E21703-00011-203	Stack Component	BP (B) – Thermistor Cable (right)	37
E21703-00011-300	Stack Component	Stack Fan, L=100cm	112
E21703-00011-263	Stack Component	AC Cable From BP B to Socket XS1	8
E21703-00011-286	Stack Component	XS6-X5 Cable, L=25cm	3
E21703-00011-294	Stack Component	AC Cable From BP B to Socket XS3	43
E21703-00011-301	Stack Component	AC Cable from BP A to BP B (B type)	96
E21703-00011-208	Stack Component	BPC Fan with Cable	131
E21703-00011-209	Stack Component	BPCP-BPC2.6 Board Connecting Cable	132
E21703-00011-265	Stack Component	CAN Cable from BPA to BPB	134
E21703-00011-299	Stack Component	RS485 Cable from String to TFT, L=80cm	24
E21703-00011-262	Stack Component	AC Cable from BP A (3 & 9) to BP A (4 & 10)	11
E21703-00011-261	Stack Component	AC Cable from String BP A(1)	3
E21703-00011-280	Stack Component	AS3-2-X2-a Cable, L=52cm	3
E21703-00011-279	Stack Component	AS3-1-X1-a Cable, L=52cm	24
E21703-00011-295	Stack Component	CAN Cable from BP B to Socket XS4	24
E21703-00011-269	Stack Component	CAN Cable from XS2 to XS4	24
E21703-00011-268	Stack Component	CAN Cable from BP B to Socket XS2	24
E21703-00011-267	Stack Component	CAN Cable from BP A(3 & 9) to BP A(4 & 10)	52
M50116-01116-000	Electronics	CAN BUS Terminal Resistor 120 Ohm, 1/4W, 1 and 2 PIN	24
M60102-40308-020	Fasteners	Captive Hardware Set, Socket Head Cap Screw & Washer, M8X20 Stainless Steel	2,638